

LIABILITY WAIVER

I (hereinafter referred to as "Client") enter into this Agreement with CJ Fitness, which will be providing services through its employees (hereinafter referred to as "Trainer"). Client has requested that Trainer conduct Client's personal training sessions at CJ Fitness or in Client's home, office, or other location (hereinafter "Session", "Home", "Office" or "Location", or referred to collectively as "Location"), with said Training session to be provided pursuant to the fee schedule herein, and Trainer agrees to provide said Training sessions subject to Client's agreement to the following additional terms and conditions as follows:

ASSUMPTION OF THE RISK: I am aware that all activities associated with receiving fitness and health training instruction from Trainer, including, but not limited to, activities involving aerobic exercise, stretching exercise, running and weight lifting, as well as additional strenuous exercise and/or exertion of strength, and other sustained physical activities, which place stress on the cardiovascular and muscular systems (collectively referred to herein as "Training"), are and can be hazardous activities that include certain risks and dangers, including but not limited to, catastrophic injuries, including paralysis, other serious injury, and death.

I VOLUNTARILY ACCEPT FULL RESPONSIBILITY OF ALL RISKS INVOLVED, INCLUDING RISKS FROM PARTICIPATING IN ANY WAY IN THE TRAINING USE OF EQUIPMENT PROVIDED BY THE TRAINER OR USE OF EQUIPMENT I PROVIDE, WHETHER THE TRAINING OCCURS AT THE STUDIO, MY HOME, OFFICE, OR ANY OTHER LOCATION.

WAIVER: In consideration of my participation in the training provided by Trainer I, for myself, my heirs, executors, administrators or assigns, do hereby release, waive, discharge and covenant not to sue Trainer and/or its members, managers, officers, directors, agents, employees, and affiliated entities (Hereinafter referred to as "Releasees") from liability, from any and all claims, including the negligence of Trainer resulting in personal injury, accident or illnesses (including Death), and property loss arising from, but not limited to, participation in the training and use of facilities, premises or equipment wherever located and by whomever provided. In further consideration for the right to use equipment provided by Trainer or equipment at another location, I acknowledge and agree that Trainer has not inspected the equipment at the Location or the suitability of the area for the training. I expressly release, hold harmless, discharge and indemnify (including costs and legal fees) Trainer and Releasees for any loss, injury or damage (including Death) from any cause, including negligence arising out of any Location, and/or arising out of the use of my equipment, or equipment or facilities provided by Trainer.

INDEMNIFICATION AND HOLD HARMLESS: I also agree to INDEMNIFY AND HOLD Trainer and all Releases harmless of any and all claims, actions, suits, procedures, costs, expenses, duties and liabilities, including legal fees brought as a result of my Training with Trainer and to reimburse Trainer for any such expenses incurred.

DOCTOR APPROVAL: I have represented to CJ Fitness that I have either a) been given a Doctor's permission to participate in the Training, or b) voluntarily participate in the Training and all risks related to the Training without the approval of my Doctor(s). I represent that I am not aware of any medical or physical condition that would prevent me from participating in the Training or from using equipment or

facilities, which pose a serious health risk to me. I further acknowledge that Trainer has relied on my statements as being accurate and complete, as a condition to entering into this Agreement. I further acknowledge and agree that I am not obligated to participate in any Training that I do not wish to participate in. I will inform Trainer immediately if I do not wish to participate in any specific Training.

NAME AND LIKENESS RELEASE: I understand that Trainer may photograph or video me prior to, during the delivery of, or at the completion of Training and I agree to allow Trainer to use photographs and videos of me, as well as name and likeness for promotional purposes including our social media pages.

TERMS AND CONDITIONS OF MEMBERSHIPS

PLEASE READ ALL OF OUR POLICIES SO THERE IS NO CONFUSION ON HOW OUR POLICIES WORKS

1. THESE TERMS & CONDITIONS

1.1 These are the terms and conditions on which CJ Fitness will provide cardio, strength and conditioning workout classes and personal training sessions.

1.2 Please read these terms and conditions carefully before you apply for CJ Fitness registration under clause 5 or purchase any class, packages of classes or membership under clause 6.

1.3 These terms tell you who CJ Fitness is, how to register, how to purchase classes, packages of classes, personal training packages or membership, how classes are taken, how a class that has been purchased may be changed or cancelled, what to do if there is a problem and other important information. If you think that there is a mistake in these terms and conditions please contact us to discuss.

2. INFORMATION ABOUT CJ FITNESS AND HOW TO CONTACT US

2.1 CJ Fitness is a Limited company trading under CJ Fitness Ltd, company registration number 14702238 and whose office is at Shire House, Desford, LE9 9JJ, England.

2.2 Unless otherwise provided for in these terms and conditions, you can contact us by telephoning 07925827018, by emailing cjellyfitness@gmail.com or by writing to CJ Fitness, Shire House, Desford, LE9 9JJ.

2.3 Unless otherwise provided for in these terms and conditions, if CJ Fitness has to contact you it will do so by telephone, email or post at the contact telephone number, email address and postal address you provide to us.

3. HEALTH & SAFETY OF PARAMOUNT IMPORTANCE

3.1 Although our goal is to improve your general health and wellbeing through fitness without strength and conditioning workouts and personal one to one training sessions, the health and safety of each client is of paramount importance, and in consequence these terms and conditions shall be interpreted and applied accordingly.

3.2 To protect the health and safety of each client it is important that both CJ Fitness and all clients follow and comply with these terms and conditions, and at all times whilst participating in classes and sessions clients must have regard to not only their own health and safety but also the health and safety of other participating clients, CJ Fitness staff and other persons for the time being present.

4. APPLICATION FOR REGISTRATION

4.1 No person may participate in any class unless he or she has registered with us.

4.2 A person may only apply for, and hold, one registration with CJ Fitness at any given time.

4.3 A person may apply for registration by completing and submitting their details online via mobile application and by ticking our terms and conditions to agree the terms and conditions have been read and understood, before completion of their account. A Health Questionnaire, also known as a PARQ form will also need to be filled out in full before a person may participate in any one class.

4.4 The Health Questionnaire Form (PARQ) must be completed by the applicant and not by any other person (save to the extent necessary to overcome a disability of the applicant), all the health questions asked must be answered, the answers must be complete and accurate and not misleading, and the applicant must voluntarily disclose all other information relating to his or her physical or mental health or wellbeing which is or may be relevant to him or her participating in any class or one to one personal training session, other clients participating in the class, staff, or any other person for the time being present. In particular, but without prejudice to the foregoing, pregnant applicants must disclose their pregnancy. Any clients who answer YES to any of the Health Questionnaire questions must seek permission from their doctor before participating in any of the CJ Fitness classes or one to one personal training sessions.

4.5 The duly completed Health Questionnaire Form must be submitted at the studio location before participating in any class. All registrations must be completed prior to any class or one to one personal training session.

4.6 Without prejudice to the foregoing provisions of clause 4, the applicant shall provide such further information relating to his or her personal details or physical or mental health or wellbeing as CJ Fitness may from time to time reasonably request.

4.7 If at any time after submission any of the content of the duly completed Health Questionnaire Form, or any of the further information provided under clause 4.6

changes or is discovered to be incorrect, the applicant must as soon as possible give to CJ Fitness written notification of the change or correction online through the CJ Fitness website or by hand to the CJ Fitness studio. In particular, but without prejudice to the foregoing, pregnant applicants must disclose their pregnancy. For the avoidance of doubt, such notifications may not be given by email or over the telephone. Thereafter the applicant shall provide such further information relating to the change or correction as CJ Fitness may reasonably request.

4.8 CJ Fitness may refuse an application for registration if it has reason to believe: (a) the applicant is under the age of 16 years; or (b) under the age of 16 years and the application is not accompanied by the required written parental consent; or (c) the applicant has one or more other applications for registration outstanding; or (d) the Health Questionnaire Form has not been properly completed and submitted or any of its content has or may have changed or is or may be incorrect or inaccurate; or (e) any further information requested under clauses 4.3 or 4.4 has not been properly provided; or (f) having regard to the content of the duly completed and submitted Health Questionnaire Form (as the same may have been properly changed or corrected), any further information provided under clauses 4.3 and 4.4, and any other relevant information then known to CJ Fitness, any participation in any CJ Fitness class or one to one personal training session would or could be a risk to the health or safety of the applicant, other clients participating in the class, CJ Fitness staff, or any other person for the time being present; or (g) the registration of that person, or the participation of that person in any CJ Fitness class, would or could prejudice or harm CJ Fitness or its business or affairs or any of its other clients, workers, contractors, agents or representatives.

4.9 If CJ Fitness refuses an application for registration it will as soon as practicable notify the applicant of the refusal and the reason for it. There is no right of appeal against a refusal, but a refusal does not prevent further applications for CJ Fitness registration.

4.10 Following notification of the refusal, any contract between CJ Fitness and the applicant shall terminate, save that any provision of these terms and conditions that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

4.11 If CJ Fitness accepts an application for registration it will as soon as practicable notify the applicant of the acceptance, and the following provisions of these terms and conditions shall apply.

4.12 If at any time after registration any of the content of the duly completed Health Questionnaire Form (as the same may have been properly changed or corrected), or any further information provided under clauses 4.4, and 4.4, changes or is discovered to be incorrect, the client must as soon as possible give to CJ Fitness written notification of the change or correction by hand at the CJ Fitness studio. For the avoidance of doubt, such notifications may not be given over the telephone. Thereafter the client shall provide such further information relating to the change or correction as CJ Fitness may reasonably request.

4.13 CJ Fitness may at any time cancel any registration if it has reason to believe: (a) the client is under the age of 16 years; or (b) under the age of 16 years and the application is not accompanied by the required written parental consent; or (c) the client holds more than one registration; or (d) the Health Questionnaire Form was not properly completed and submitted; or (e) any further information requested under clauses 4.8 was not properly provided; or (f) the client has failed to give proper notification of any changes or corrections under clause 4.9, or any further information requested under that clause has not been properly provided; or (g) the client has failed to give proper notification of any changes or corrections under clause 5.2, or any further information requested under that clause has not been properly provided; or (h) having regard to the content of the duly completed and submitted Health Questionnaire Form (as the same may have been properly changed or corrected), any further information provided under clause 4.8, any further information provided under clauses 4.9 and 5.2, and any other relevant information then known to CJ Fitness, any participation in any CJ Fitness class or one to one personal training session would or could be a risk to the health or safety of the client, other clients participating in the class, CJ Fitness staff, or any other person for the time being present; or (i) the continuing registration of the client, or the participation of the client in any CJ Fitness class, would or could prejudice or harm CJ Fitness or its business or affairs or any of its other clients, workers, contractors, agents or representatives; or (j) the client has no intention of attending any CJ Fitness classes, any one to one personal training sessions and where the client has failed to participate in any CJ Fitness class within any 12 month period CJ Fitness will be entitled to presume such an intention.

4.14 If CJ Fitness cancels a registration it will as soon as practicable notify the client of the cancellation and the reason for it. There is no right of appeal against a cancellation, but a cancellation does not prevent further applications for CJ Fitness registration.

4.15 All memberships include to option to request a 1 month pause every 12 months, this is to accommodate any personal issues that the client may be experiencing. Should the client wish to request to utilise their 1-month membership pause, please send a request via email and we will pause your membership for a total of ONE month. No payment will be taken during this period. When the month pause period has finished, the membership will restart and payments will continue to be processed as normal.

5. CJ FITNESS MONTHLY MEMBERSHIP, BLOCK BOOKINGS & PERSONAL TRAINING

5.1 Upon successfully registering with CJ Fitness, following notification of the application for registration, CJ Fitness will provide the client with a Health Questionnaire Form to be completed before the attendance of any CJ Fitness class or one to one personal training session. The client must at all times keep his or her password secure and confidential.

5.2 A client may cancel his or her membership by giving to CJ Fitness not less than 2 months written notice. The cancellation period does not take into account the month in which you send the cancellation request. The 2 months' notice period starts

from the month following your request. For example, you specify your cancellation date via email on 18th July; 2 months' notice from that date would therefore be 18th September and will include 2 full months payments, one for August and one for September. You will receive full access to the studio during your notice period and your membership will then cease at the end of month 2, in this example it will cease on the 30th September. On the 1st of October his or her account then reverts back to PAYG. The cancellation must be given by email or via a valid text message to a working number. For the avoidance of doubt, a client may not cancel his or her monthly membership over the telephone.

5.3 Following cancellation of any monthly membership, any contract between CJ Fitness and the applicant shall terminate after 2 months following written notice as specified in clause 5.2, save that any provision of these terms and conditions that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect. For the avoidance of doubt, the client will not be permitted to participate in any CJ Fitness classes after the cancellation date of the termination which was specified by CJ Fitness.

5.4 Following cancellation of a registration of clients who have signed up to the CJ Fitness membership, any client that has participated in any class after the cancellation date specified by CJ Fitness, will be charged the standard PAYG class fee per group class, subject to changes.

5.5 CJ Fitness is not permitted to cancel or refund any client who have purchased any PAYG classes. All circumstances will be considered. If CJ Fitness agrees to refund any classes purchased it will be in the form of credits in your account, which you will be able to reuse within 4 weeks.

5.6 CJ Fitness is not permitted to cancel or refund any clients who have purchased any one to one personal training packages or sessions, CJ Fitness will only offer refunds at its own discretion. CJ Fitness will determine if the reason for the cancellation is satisfactory and decide on each case individually if a part refund is authorised.

5.7 CJ Fitness is not permitted to refund any clients who have purchased memberships or classes which have exceeded the expiry date. Each membership has 4 weeks expiry once credits are allocated to the account. If sessions have not been used by the expiry date, any leftover credits will be lost and the client will no longer have access to the remaining credits.

5.8 Terms of Successful Completion 6 Week Programme:

As part of my accepting one of the very limited spaces on the 6-week coaching program, members agree to at the end of the programme the following terms should they be requested by CJ Fitness: Provide a testimonial in the form of a Facebook and Google Review at the end of the program and allow these to be used for promotional purposes. Make a Video Testimonial. Provide before and after pictures to be used for promotional purposes.

6 PURCHASE OF CJ Fitness GROUP CLASSES

6.1 From time to time CJ Fitness will advertise and market CJ Fitness classes and packages of classes describing each class or package and specifying the venue, date, start time, duration and price. In the advertising and marketing material any images relating to a class are for illustrative purposes only. CJ Fitness may from time to time offer certain classes or packages on certain terms to certain groups, and in particular, but without prejudice to the foregoing, may offer special introductory offers to new clients, which for the avoidance of doubt may not be available to existing clients or clients who for whatever reason have at any time cancelled their registration and re-registered with CJ Fitness.

6.2 From time to time CJ Fitness may need to make minor changes to classes or packages of classes to reflect changes in law and to implement improvements to class content.

6.3 Once registered with CJ Fitness a client may purchase any class, monthly membership, one to one personal training sessions or any other person may purchase any class, monthly membership or one to one personal training sessions in the name of and for the client. For the avoidance of doubt, no person may participate in any class or one to one personal training session unless he or she is registered with CJ Fitness at the time of the class or session.

6.4 Purchases of single classes, packages of classes, monthly membership or one to one personal training packages may be made online through our website or the LegitFit APP, in person at the CJ Fitness studio, and must be paid for in full by credit or debit card or cash at the time of purchase. For the avoidance of doubt, purchases may not be made by email.

6.5 Once a purchase has been made for a client using a credit or debit card CJ Fitness will record and keep the details of that card for use in future purchases. If the client does not wish for such details to be recorded and kept in this way, or wishes to make a particular purchase using a different credit or debit card or cash, he or she must notify CJ Fitness of this fact at the time of purchase. Memberships are billed automatically every 4 weeks to ensure members have enough credits to utilise, for example our SILVER Group Membership includes 12 credits, this will allow for 3 sessions a week over the course of the 4 weeks and to not run out of credits in case of any months that have 5 weeks. Payment will be automatically processed using the payment method given 4 weeks after the first payment is made, and every 4 weeks after that. Should you require a different payment date we require a written request and we will do our best to accommodate.

6.6 A purchase of a class or a package of classes or a monthly membership does not guarantee that the client will be able to attend any particular class. Classes are filled on a "first come first served" basis. If a particular class is full then another class should be selected by the client (subject to availability).

6.7 Following a purchase of a class or a package of classes or a monthly membership CJ Fitness will provide the availability to be able to view the classes the client has selected or purchased via the app, (a) confirming the availability of each

class purchased or selected and the date, time and place of that class, or (b) if a class is fully booked, then the client will be notified and given the option to be added to the wait list and will be notified if a space becomes available up to 2 hours before. In order for the client to secure the available space, the client must respond to the request giving CJ Fitness as much notification as possible.

6.8 Any new persons wishing to be added to the CJ Fitness waiting list for any class, or wishing to attend a class on the day, without previously registering, cannot participate in any CJ Fitness class until that person has fully registered with CJ Fitness via the app and has completed a Health Questionnaire Form.

6.9 CJ Fitness will not disclose any waiting list positions or updates. For the avoidance of doubt, the class cancellation provisions of clause 6.11 still apply where the client is on a waiting list.

6.10 From time to time for various reasons beyond its control, such as injury or illness to a trainer or the unavailability of a venue or studio, CJ Fitness may need to cancel a class that a client is due to attend. Not less than 1 hour before the class start time CJ Fitness will send to the client an email or telephone message notifying him or her of the cancellation and confirming that the cost of that class will be held to his or her credit for application to another class to be selected by the client (subject to availability). If the client does not have access to emails CJ Fitness will upon request give such notification and confirmation by telephone.

6.11 A client may cancel any particular class or one to one personal training session that he or she is due to attend if not less than 24 hours before the class or session start time via the telephone app or email. Any client who has purchased a class, package of classes or one to one personal training session and does not cancel the class or one to one personal training session within 24 hours, will be fully charged. If a CJ Fitness monthly member continues to not cancel a class not less than 24 hours before, they may be temporarily barred from booking any further classes if continuous un-attendance occurs. Any client who has purchased a package of classes and fails to cancel within the 24-hour window will lose that credit. Any client who has purchased one to one personal training sessions and fails to cancel within the 24-hour window will lose that session.

6.12 If a client fails to attend a particular class that he or she is due to attend, and has not cancelled that class in accordance with clause 6.11, CJ Fitness may (but is not obliged to) hold the cost of that class to the credit of the client and apply that credit to another class to be selected by the client (subject to availability). For the avoidance of doubt, if it is decided not to credit the client, the client will not be entitled to any refund of any of the cost of the class or any other compensation.

6.13 Where CJ Fitness holds any money to the credit of the client for more than 6 months or such other period as may be specified in the advertising or marketing of the relevant class, package of classes or one to one personal training sessions, the money will be deemed to have been spent by the client with CJ Fitness, and the client will not be entitled to any refund of any of the cost of the class or session or any other compensation.

7 PARTICIPATION IN CJ Fitness CLASSES

7.1 Clients due to participate in a class must arrive at the scheduled venue in good time and be present at the relevant studio ready for participation in the class not later than 5 minutes before the scheduled start time. This is required to enable the trainer to properly induct participating clients before the start of the class. Late arrivals necessarily disrupt the induction process and the participation of other clients in the class. Where a client is not present at the relevant studio and ready for participation in the class by 5 after before the scheduled start time he or she will be excluded from that class. If the client is excluded under this clause 7.1 he or she shall be deemed to have failed to attend the class and the provisions of clause 6.12 shall apply.

7.2 Upon arrival a client must report to the CJ Fitness reception and provide such evidence of identification as the CJ Fitness staff may reasonably request. CJ Fitness reserves the right exclude from the class any person who staff are unable to verify as the client for whom the class was purchased. If a person is excluded under this clause 7.2, the client will not be entitled to any refund of any of the cost of the class or any other compensation.

7.3 Without prejudice to any of the provisions of clauses 4 and 5, upon arrival a client must voluntarily disclose to the CJ Fitness studio and the trainer taking the class all information relating to his or her physical or mental health or wellbeing which is or may be relevant to him or her participating in the class, other clients participating in the class, CJ Fitness staff, or any other person for the time being present. In particular, but without prejudice to the foregoing, pregnant clients must disclose their pregnancy. If the CJ Fitness studio staff or the trainer has reason to believe that the client has not properly disclosed all such information, or that any participation in the class would or could be a risk to the health and safety of the client, other clients participating in the class, CJ Fitness staff, or any other person for the time being present, he or she will not be permitted participate. If participation is not permitted under this clause 7.3, the client will not be entitled to any refund of any of the cost of the class or any other compensation, but CJ Fitness may (but is not obliged to) hold the cost of that class to the credit of the client and apply that credit to another class to be selected by the client (subject to availability).

7.4 A client must ensure that he or she wears protective equipment appropriate to the class in which he or she is participating. If the trainer taking the class has reason to believe that any item of protective equipment, is inappropriate the client will be required to change such item. If the client fails to comply with such a requirement the trainer may require the client to stop all further participation or limit or restrict any further participation as the trainer considers necessary to protect the health and safety of the client, other clients participating in the class, CJ Fitness staff, and any other person for the time being present. If further participation is stopped or limited or restricted under this clause 7.4, the client will not be entitled to any refund of any of the cost of the class or any other compensation.

7.5 A client must ensure that he or she wears clothing and footwear appropriate to the class in which he or she is participating, and avoids unsuitable jewellery or other accessories. If the trainer taking the class has reason to believe that any item of clothing or footwear is inappropriate, or any item of jewellery or other accessory is

unsuitable, the client will be required to change or remove such item. If the client fails to comply with such a requirement the trainer may require the client to stop all further participation or limit or restrict any further participation as the trainer considers necessary to protect the health and safety of the client, other clients participating in the class, CJ Fitness staff, and any other person for the time being present. If further participation is stopped or limited or restricted under this clause 7.4, the client will not be entitled to any refund of any of the cost of the class or any other compensation.

7.6 Clients should avoid taking any food or drink into a class, or consuming any food or drink during participation (other than water or appropriate energy drinks to the extent necessary for rehydration and as required for a medical condition).

7.7 If at any time during participation in a class a client suffers any injury or illness (however minor), the client must immediately disclose this fact to the trainer taking the class. Thereafter the client shall provide such further information relating to the injury or illness as the trainer may reasonably require to file an accident report from.